Received by NSD/FARA Registration Unit 05/17/2022 5:55:30 PM OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration Number		
FTI Consulting (SC) Inc.		7120		
3. Primary Address of Registrant				
555 12th Street NW, Suite 700, Washington, DC 20004				
4. Name of Foreign Principal	5. Address of Foreign Principal			
TIMOR GAP, E.P.	Level 3, Timor Plaza, Suit 301 - Nicolao Lobato, Comoro, P.O. Box			
	Dili			
	TIMOR-LESTE			
6. Country/Region Represented				
TIMOR-LESTE				
7. Indicate whether the foreign principal is one of the following	y :			
Government of a foreign country 1	•			
☐ Foreign political party				
Foreign or domestic organization: If either, check on	ne of the following:			
☐ Partnership ☐	Committee			
	Voluntary group			
☐ Association ☐	☐ Association ☐ Other (specify)			
☐ Individual-State nationality				
8. If the foreign principal is a foreign government, state:				
a) Branch or agency represented by the registrant				
1))				
b) Name and title of official with whom registrant en	gages			

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:	
a) Name and title of official with whom registrant engages	
b) Aim, mission or objective of foreign political party	
0. If the foreign principal is not a foreign government or a foreign political party:	
a) State the nature of the business or activity of this foreign principal. TIMOR GAP, E.P. is Timor-Leste's national oil company, established in 2011 under No.31/2011. Its main objective is to act on behalf of the State in conducting by petroleum and gas sector.	
b) Is this foreign principal:	
Supervised by a foreign government, foreign political party, or other foreign principal	Yes ເ No □
Owned by a foreign government, foreign political party, or other foreign principal	Yes ▼ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes ເ No □
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗷 No □
Financed by a foreign government, foreign political party, or other foreign principal	Yes ⋉ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ▼ No □
1. Explain fully all items answered "Yes" in Item 10(b). See Appendix for Response	
12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	political party or other
Toreign principal, state who owns and controls it.	

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/17/2022	Curtis Lu	/s/Curtis Lu
	<u> </u>	<u> </u>

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
5/17/22	Curtis Lu	Curtis Lu
	And the second s	· · · · · · · · · · · · · · · · · · ·

Appendix Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: As a state-owned company, TIMOR GAP is under the supervision of the Ministry of Petroleum and Minerals.

Item 10(b) Owned: TIMOR GAP is a state-owned oil company.

Item 10(b) Directed: TIMOR GAP's business activities and strategic direction are aligned with the Government of Timor-Leste's strategic direction and objectives for the sector.

Item 10(b) Controlled: The Government of Timor-Leste is responsible for appointing the members of TIMOR GAP's Board of Directors.

Item 10(b) Financed: The Government of Timor-Leste provides grants to TIMOR GAP to finance its operating and non-operating expenses.

Item 10(b) Subsidized: The Government of Timor-Leste provides grants to TIMOR GAP to finance its operating and non-operating expenses.

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Justice, Washington, DC 20530; and to the Office of Information and Ro	egulatory Affairs, Office of Management and Budget, Washington, DC 2050
1. Name of Registrant FTI Consulting (SC) Inc.	2. Registration Number 7120
3. Name of Foreign Principal TIMOR GAP, E.P.	
Check App	propriate Box:
4. The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is
foreign principal has resulted from an exchange of corresp	and the foreign principal. The agreement with the above-named condence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.
contract nor an exchange of correspondence between the	d the foreign principal is the result of neither a formal written parties. If this box is checked, give a complete description below of anding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign	principal? 03/30/2022
8. Describe fully the nature and method of performance of the all Through an agreement with NuSource LLC, the registry government relations services to the foreign princic LLC will pay the registrant based on the hourly rate expenses, not to exceed \$75,000 per month.	ant will provide strategic communications and pal. For the performance of these services, NuSource

9.	Describe fully the	activities the regis	trant engages in or proposes to	engage in on behalf of the above foreign	principal.
	principal with the Greater Su	strategic commu nrise fields in	nications and government the Timor Sea. This may	e LLC, the registrant will provide relations services related to the d include intelligence gathering, st s, and digital, media, and/or gove:	development of akeholder
			-1:2::::::1		
10.	Will the activities Yes Yes	on behalf of the ab No □	ove foreign principal include	political activities as defined in Section 1	(o) of the Act ¹ .
	If yes, describe all together with the involving lobbyin	l such political actimeans to be emplog, promotion, percenformational mater	yed to achieve this purpose. The eption management, public rel	things, the relations, interests or policies ne response must include, but not be limitations, economic development, and prepare	ted to, activities
11.	Prior to the date o activities, for this		his foreign principal has the re	gistrant engaged in any registrable activi	ties, such as political
	Yes 🗌	No 🗷			
	policies sought to delivered speeche names of speaker	be influenced and es, lectures, social n s, and subject matte ption management,	the means employed to achiev nedia, internet postings, or me er. The response must also incl	d include, among other things, the relation te this purpose. If the registrant arranged, dia broadcasts, give details as to dates, pl ude, but not be limited to, activities involved preparation and disseminate	sponsored, or aces of delivery, lving lobbying,
	Set forth below a	general description	n of the registrant's activities, i	ncluding political activities.	
	Set forth below in	n the required detai	l the registrant's political activ	ities.	
	Date C	Contact	Method	Purpose	

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12.	the foreign princ	ipal, or from any other so	to the obligation to register ³ for this foreign principal turce, for or in the interests of the foreign principal for for disbursement, or otherwise?	
	Yes 🗷	No 🗆		
	If yes, set forth b	pelow in the required detail	il an account of such monies or things of value.	
	Date Received	From Whom	Purpose	Amount/Thing of Value
	04/08/2022	NuSource LLC	Initial payment for fees	\$ 37,500.00
				\$ 37,500.00
				Total
	Yes 🗆	No ▼	vity on behalf of the foreign principal or transmit	
	Date	Recipient	Purpose	Amount

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
05/17/2022	Curtis Lu	/s/Curtis Lu	
		<u> </u>	

Received by NSD/FARA Registration Unit 05/17/2022 5:55:31 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
5/17/22	Curtis Lu	Curtis Lu

Appendix Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

As described in the registrant's agreement with NuSource LLC, the registrant will provide the foreign principal with strategic communications and government relations services related to the development of the Greater Sunrise fields in the Timor Sea. This may include intelligence gathering, stakeholder mapping, narrative development, development of materials, and digital, media, and/or government engagement. As part of these services, the registrant may engage in communications with Members of Congress, congressional staff, Executive Branch officials, and members of the U.S. media.



Strategic Communications

555 12th Street NW, #700, Washington, DC 20004 T +1 (202) 312-9100 F +1 (202) 312-9101

March 21, 2022

Mr. Ory Moussaieff
President
NuSource LLC
226 West 37th Street 3rd Floor
New York New York 10018

This letter shall serve to confirm our Agreement as follows:

- 1. NuSource LLC (NuSource) ("Client") hereby retains FTI Consulting (SC), Inc. ("FTI") effective as of March 23, 2022 to provide services on a project basis as outlined in FTI's proposal dated January 19, 2022, attached as Exhibit A. The Services may be performed by FTI or by any subsidiary or affiliate of FTI, as FTI shall determine. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary, affiliates parties and their employees.
- 2. The project shall begin on March 23, 2022, and it is anticipated that it will conclude by September 30, 2022. The term of this Schedule shall be extended on a month-to-month basis as long as FTI is providing said project services to Client.
- 3. As compensation for the services to be rendered by FTI, Client shall pay FTI an amount not to exceed \$75,000 per month, with an amount equivalent to half the first month's expected invoice (\$37,500) generated and due for payment immediately upon commencement of services. Hours incurred during this first month (at FTI's standard hourly rates, provided below) will be billed against this initial payment. Should the number of hours associated with the delivery of services produce a final fee figure below \$75,000 (in this first month, or any other subsequent ones), client agrees to pay the lesser amount.
- 4. FTI acknowledges that the client is not responsible for any hours incurred on this project in excess of the agreed-upon \$75,000 fee cap, unless Client provides FTI written prior approval to that effect. FTI further acknowledges that any out-of-pocket costs associated with client-approved travel, entertainment, or the engagement of third-party vendors (such as the promotion of our work over social media) will not produce final monthly invoices that exceed \$75,000, absent prior Client approval.

FTI Standard Hourly Charge-Out Rates				
Sr. Managing Director \$700/hour				
Managing Director	\$650/hour			
Sr. Director	\$595/hour			
Director	\$500/hour			
Sr. Consultant	\$425/hour			
Consultant	\$300/hour			
Administration	\$100/hour			

FTI's rates are subject to adjustment from time to time and at least annually effective January 1. FTI will advise Client immediately if a rate adjustment is being made. Further, if any work needs to be performed by FTI personnel in our international offices, such work will be billed at the standard rates set forth for the specific international office.

- Client shall be responsible for all reasonable and necessary disbursements made by FTI on behalf of Client, including travel and meals expenses. In addition, specific periodic expenses include:
 - A one-time charge of \$400.00, which represents FTI's costs associated with the multiple data sources
 that are required to facilitate daily program activities such as news retrieval access, analyst reports, and
 financial and industry publications, as well as FTI's costs associated with account administration.

3/2022

FTI-NuSource Letter Agreement

Confidential



In addition, FTI shall also charge the Client an additional highly specialized research ("HSR") fee under any of the following three (3) scenarios outlined below. FTI will provide the Client with advance notice of any applicable fee(s) before beginning the workstream or project in question.

- (HSR-1) In the case where work being performed requires FTI to conduct a quantitative media or social media landscape analysis, a one-time fee of \$3,000 will be charged to the Client.
- (HSR-2) In the case where work being conducted related to any type of quantitative media analysis
 requires FTI to employ its proprietary data science techniques, technology, and/or platforms, a one-time
 fee of \$7,500 will be charged to the Client.
- (HSR-3) In the case where work being conducted is related in part or full to an Environmental, Social, and Governmental (ESG) assessment, materiality assessment, peer benchmarking or related research, a one-time fee of \$2,500 will be charged to the Client.

At the end of each month, FTI shall bill Client, and Client shall reimburse FTI for all expenses and disbursements made on behalf of Client. All expenses and disbursements incurred will be itemized in each monthly invoice.

- 5. Invoices are due and payable up to 30 (thirty) days upon receipt and delivery of a monthly report describing the undergone activities and efforts. In addition to any other remedies available at law, FTI reserves the right to defer rendering services until payment is received on past-due invoices. The name and address of the Client designee to receive and approve FTI's invoices is indicated on the signature page of this latter. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses which may be associated with the collection of unpaid invoices. In addition to the remedies set forth above and any other remedies available at law, FTI reserves the right to defer rendering services until payment is received on past-due invoices.
- 6. Client will furnish to FTI certain material, non-public information concerning Client. As a condition of receiving such information, FTI agrees to treat any such information concerning Client, which is furnished to FTI by or on behalf of Client (herein collectively referred to as the "Information") in accordance with the provisions of this agreement. The term "Information" does not include Information which (a) was or becomes generally available to the public other than as a result of a disclosure by FTI or its directors, officers, employees, agents or advisors, (b) was available prior to its disclosure to FTI by Client or its representatives, (c) becomes available on a non-confidential basis from a source other than Client or its representatives, provided that such source is not known by FTI to be subject to another confidentiality agreement with or another obligation of secrecy to Client or another party, or (d) is independently developed by FTI.

FTI hereby agrees that the Information will be kept confidential by FTI for a period of Five (5) years following the receipt of such Information and will not be disclosed to any outside party except as so directed by Client.

If FTI is requested or required (by oral questions, interrogatories, requests for Information or documents, subpoena, Civil Investigative Demand or similar process) to disclose any Information supplied to FTI in the course of dealings with Client, it is agreed that, to the extent permitted by law, FTI will provide Client with prompt notice of such request or requirement so that Client may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, FTI is nonetheless, in the opinion of our counsel, required to disclose Information concerning Client to any tribunal or else stand liable for contempt or suffer other censure, penalty or other liability, FTI may disclose such Information to such tribunal without liability hereunder. If FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this engagement to which FTI is not a party, Client will compensate FTI at its regular hourly rates and reimburse FTI for reasonable expenses (including counsel fees) with respect thereto. The provisions of this paragraph shall survive the expiration or termination of this Agreement.



Upon the earlier of (a) two (2) years from the date of the final invoice issued hereunder or (b) upon written notice to the Client, FTI will, at its option, destroy or return to the Client all original materials provided by the Client to FTI, and all materials created by FTI specifically for the Client under this Agreement; provided, however, that with respect to back-up media, such materials will be overwritten or destroyed, subject to FTI's normal schedule for overwriting and destruction, as the case may be.

If this engagement involves the processing of personal data (also referred to herein as personal information) (i) as governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the terms of the EU Data Protection Schedule attached hereto as Schedule A shall apply to this engagement and it shall form an integral part of this Agreement and (ii) as governed by the California Consumer Privacy Act, the terms of the California Data Protection Schedule attached hereto as Schedule B shall apply to this engagement and it shall form an integral part of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of Schedule A or Schedule B, the terms of Schedule A or Schedule B shall prevail in relation to the processing of such personal data. If such personal data is processed in connection with this engagement, Client shall notify FTI in writing before any personal data is disclosed to FTI.

During the course of performing services, FTI may collect, generate or obtain via license, data such as, but not limited to, communications performance data, media reports, social media, media analytics, primary research data, publicly available data, opt-in subscriber data, and target audience lists. Where FTI has not been provided this data by the client under the definition of confidential "information" (as defined in Section 6), FTI retains ownership of any and all rights to this data and its derivatives. However, FTI may not use this data in affiliation with the client's name for any purpose outside the scope of this agreement without prior, expressed written prior consent from the client.

- 7. Client agrees to promptly notify FTI if it extends (or solicits the possible interest in receiving) an offer of employment to an employee of FTI involved in this engagement and agrees that it will pay FTI a cash fee, upon hiring, equal to 100% of the aggregate current annualized compensation (both cash and non-cash consideration), including any guaranteed or target bonus, to be paid to FTI's former principal or employee that the Client or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this engagement.
- 8. FTI Consulting (SC) Inc. is a wholly owned subsidiary of FTI Consulting, Inc., a global firm with numerous worldwide practices. Affiliated entities of FTI may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. Absent your prior approval, the FTI Consulting (SC) Inc. employees providing services hereunder will not provide services to a party that is adverse to Client in this matter. If employees of other FTI Consulting, Inc. entities provide services to Client as part of this engagement team in this matter, those employees will be subject to these same restrictions.
- This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter covered herein and all prior or contemporaneous understandings, negotiations and agreements are herein merged.
- 10. The Agreement may not be altered, extended, or modified nor any of its provisions waived, except by a document in writing signed by the party against whom such alteration, modification, extension or waiver is sought to be enforced.
- 11. A waiver by either party of any breach, act or omission of the other party is not to be deemed a waiver of any subsequent similar breach, act or omission.
- 12. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of us and our respective successors and assigns.
- 13. This Agreement shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof. As to any dispute arising out of Paragraph 3, 4 or 5 it shall be subject to binding



arbitration before the American Arbitration Association, New York County, New York, before a single arbitrator whose decision will be final and binding. For all other terms of this agreement each party hereby agrees to jurisdiction and venue in the State or Federal courts in New York County, New York. To facilitate judicial resolution and save time and expense, FTI and the Client irrevocably and unconditionally agree to waive a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the services provided hereunder. Client hereby waives personal service of process in any action or proceeding arising hereunder and Client agrees that such process shall be deemed properly and adequately served if sent to our address set forth in this Agreement, by certified or registered mail, return receipt requested.

- 14. Client agrees that FTI shall not be liable under this Agreement to Client, or its respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to FTI under this Agreement. In no event shall FTI be liable for punitive or consequential damages of any kind. Client shall indemnify FTI and hold FTI harmless against any and all claims by third parties for losses, damages or liabilities, including reasonable attorney's fees and expenses ("Losses"), arising in any manner out of or in connection with this Agreement, unless it is finally judicially determined that such Losses resulted from the gross negligence or willful misconduct of FTI. The terms of this paragraph shall survive the termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of FTI.
- 15. This Agreement may be executed in counterparts. Electronic/PDF copies are as effective as the original.
- 16. All notices, requests, demands, or other communications under this Agreement shall be in writing, notice shall be sufficiently given for all purposes as follows:

Personal delivery. When personally delivered to the recipient, notice is effective on delivery.

Electronic mail. When successfully emailed to Brian Kennedy at the address of Brian.Kennedy@fticonsulting.com, notice is effective on receipt.

Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by return receipt.

Overnight delivery. When delivered by overnight delivery Federal Express/Airborne/United Parcel Service/DHL Worldwide Express, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To FTI: Attn: Brian Kennedy or CEO/COO/CFO

FTI Consulting (SC), Inc. 555 12th Street, NW

Suite 700

Washington DC 20004

To Client: Ory Moussaieff

Managing Partner NuSource LLC

226 West 37th Street 3rd Floor New York New York 10018

17. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

3/2022



18. The Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations of the United States, United Kingdom, European Union and United Nations (collectively, the "ABC/AML/Sanction Laws") in connection with this Agreement. The Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. The Client shall promptly notify FTI in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Agreement, or allegations relating thereto, by the Client or its directors, officers, employees or agents.

If the foregoing correctly sets forth the terms and conditions of our Agreement, please have the enclosed copy of this letter signed by a duly authorized officer beneath the words "Agreed to and Accepted" and return same to us.

Agreed	to and Accepted	d:		
FTI Cor	nsulting (SC), Ind	C.	NuSour	rce, LLC
Ву:	Brian Kennedy SMD, Americas	s Head of FTI Strategic Communications	Ву:	Ory Moussaieff Managing Partner
Date:	03/30/202	22	Date:	3/30/22
Name a	and Address of C	Client contact designated to receive and a	ipprove i	nvoices related to this Agreement:
	Name:	Ory Moussaieff		
	Address:	226 West 37 th Street New York New York	rk 10018	1

Phone:

E-Mail:

7186854706

Orym@protonmail.com



Schedule A

FTI CONSULTING DATA PROTECTION SCHEDULE

This Data Protection Schedule ("Schedule") forms part of the contract for services to which it is an attachment (the "Contract") between the client party identified in the Contract (the "Client") and the relevant FTI Consulting group entity identified in the Contract ("FTI").

1. Definitions

- 1.1 In this Schedule, unless otherwise defined herein, all defined terms shall have the meaning set out in the Contract.
- 1.2 In this Schedule, the following terms shall have the meanings set out below:
 - 1.2.1 "Data Protection Laws" means all legislation protecting the personal data of natural persons that is applicable to the processing of Personal Data under this Schedule, including (without limitation) the GDPR and any national legislation which supplements the GDPR, and the data protection laws of any other country, state or territory which apply to such processing;
 - 1.2.2 "EEA Standard Contractual Clauses" means the Standard Contractual Clauses set out in the European Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as updated, amended, replaced or superseded from time to time by the European Commission;
 - 1.2.3 "GDPR" means the General Data Protection Regulation (EU) 2016/679;
 - "Restricted Transfer" means a transfer of Personal Data from Client to FTI in circumstances where such transfer would be prohibited by Data Protection Laws in the absence of the EEA or UK Standard Contractual Clauses;
 - 1.2.5 **"Standard Contractual Clauses"** means either the EEA or UK Standard Contractual Clauses, as applicable to a Restricted Transfer;
 - "UK Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to Processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision 2010/87/EU, as updated, amended, replaced or superseded from time to time by the UK government; "UK GDPR" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; and
 - 1.2.7 "Personal Data", "Process", "Controller", "Processor", "Data Subject", "Supervisory Authority" and "Personal Data Breach" shall have the meanings given to them in the Data Protection Laws.

2. Controller Terms

- 2.1 FTI and the Client will each act as separate and individual Controllers in relation to any Personal Data (including, without limitation, Personal Data relating to any of the Client's workers, FTI's workers, any litigation or arbitration opponent or customer or vendor or transaction partner) Processed by the Client or FTI to deliver the services set out under the Contract.
- 2.2 FTI and the Client will each comply with its own respective obligations under the Data Protection Laws in relation to their Processing of Personal Data under the Contract. In particular, the Client will ensure



that any disclosures of Personal Data to FTI are lawful, and, in each case where necessary under the Data Protection Laws, the Client has notified and secured the consent of the relevant Data Subjects.

- 2.3 FTI may appoint Processors as required to deliver the services, who will process the Personal Data on FTI's behalf and at FTI's direction. Further, FTI may disclose Personal Data to other Controllers:
 - 2.3.1 where necessary to deliver the services (including, but without limitation, law firms, accountants, other third party experts and any member of FTI's group of companies); or
 - 2.3.2 pursuant to a legally binding written request, an order or request of a court of competent jurisdiction or any governmental or regulatory authority or where disclosure is required by applicable law or regulation ("**Legal Process**"). In relation to any Legal Process, FTI shall assess the lawfulness of the request before responding, and shall take any steps required by Data Protection Laws to protect Personal Data prior to its disclosure (including, without limitation, with respect to data minimization and data security);
- 2.4 In respect of any Restricted Transfer subject to the GDPR, the parties hereby enter into Module 1 of the EEA Standard Contractual Clauses (with Client as data exporter and FTI as data importer), which is hereby incorporated by reference into this Schedule and which shall come into effect upon the commencement of a Restricted Transfer. The parties make the following selections for the purposes of Module 1:
- 2.4.1 Clause 7 *Docking clause* shall apply;
- 2.4.2 Clause 11(a) *Redress* the optional language shall not apply;
- 2.4.3 Clause 13(a) Supervision
- 2.4.3.1 Where Client is established in an EU Member State, the following shall apply: "The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall be the supervisory authority of the Member State in which Client is established or (if different) the lead supervisory authority of the Client in respect of a cross-border processing activity". *OR*
- 2.4.3.2 Where Client is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR the following shall apply: "The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, shall act as competent supervisory authority." OR
- 2.4.3.3 Where Client is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with Article 3(2) without however having to appoint a representative the following shall apply: "The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred



under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority."

- 2.4.4 Clause 17 Governing law "Option 1" shall apply and the "Member State" shall be the Republic of Ireland;
- 2.4.5 Clause 18 Choice of forum and jurisdiction the Member State shall be the Republic of Ireland;
- 2.4.6 Annex 1 the data exporter is Client and the data importer is FTI (in each case as identified, including in relation to their places of establishment, in the Principal Agreement) and the description of transfer is deemed to be as described in Annex 1 to this Schedule;
- 2.4.7 Annex 2 the technical and organizational security measures are deemed to be as described in Annex 2 to this Schedule; and
- 2.4.8 Annex 3 not applicable.
- 2.5 In respect of any Restricted Transfer subject to the UK GDPR, the parties hereby enter into the UK Standard Contractual Clauses (with Client as data exporter and FTI as data importer), which are incorporated by reference into this Schedule and which shall come into effect upon the commencement of a Restricted Transfer. For the purposes of clause II h) of the UK Standard Contractual Clauses, the Parties shall be deemed to have selected option (iii). Annex 2 to the UK Standard Contractual Clauses shall be deemed to be prepopulated with the relevant sections of the Annex to this Schedule. If at any time the UK government approves the EEA Standard Contractual Clauses for use under the UK GDPR, the provisions of paragraph 2.4 shall apply in place of this paragraph 2.5 in respect of Restricted Transfers subject to the UK GDPR, subject to any modifications to the EEA Standard Contractual Clauses required by the UK GDPR (and subject to the governing law of the EEA Standard Contractual Clauses being English law).
- The Client acknowledges and agrees that certain Processors or Controllers engaged by FTI under paragraph 2.3 may be located in places that may require cross-border transfers of Personal Data. In respect of transfers by FTI to such Controllers or Processors, FTI will take steps in accordance with the Data Protection Laws to ensure an adequate level of protection for the Personal Data Processed by such Processors or Controllers. Where such a Controller or Processor notifies FTI that it may no longer be able to provide an adequate level of protection in accordance with Data Protection Laws, FTI shall independently assess the level of protection provided and, where necessary, shall take mitigating steps to improve the level of protection or, where this is not possible, terminate the transfer.
- 2.7 The Client acknowledges that FTI's email records are replicated onto a Microsoft 365 Cloud system in the United States of America and the Client hereby consents that any Personal Data that is provided to FTI by email will be replicated accordingly. To the extent that the Client wishes to transmit certain information or data to FTI and the Client objects to that data being replicated in accordance with this paragraph, the Client will use a communication or transmission method other than e-mail or will use an alternative e-mail system.



SCHEDULE B

FTI CONSULTING CALIFORNIA DATA PROTECTION SCHEDULE

This California Data Protection Schedule ("Schedule") forms part of the contract for services to which it is an attachment (the "Contract") between the client party identified in the Contract (the "Client") and the relevant FTI Consulting group entity identified in the Contract ("FTI"). FTI will be functioning as a service provider.

- 1. Processing of Personal Information.
 In connection with FTI's provision of services to Client under the Contract, if FTI receives any personal information (as such term is defined under the California Consumer Privacy Act) from or on behalf of Customer, then FTI:
- (a) will only process such personal information for the purpose of providing the services;
- (b) will not retain, use, or disclose such personal information for any purpose other than to perform the services or outside of the direct business relationship between FTI and Client;
- (c) will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such personal information to any third party for monetary or other valuable consideration; and
- (d) certifies that it understands the restrictions on its processing of such personal information as set forth in this sentence, and will comply with them.

FTI may disclose personal information to FTI's service providers in connection with such service providers providing services to FTI, and FTI may permit such service providers to process personal information as necessary for FTI to provide the services to Client.



Exhibit A

MEMORANDUM

TO: Interested parties

FROM: **FTI Consulting, Inc.**

RE: Follow-up to our recent conversations regarding the future of Timor-Leste

DATE: **January 19, 2022**

Thanks for the opportunity to share some of our initial thinking around how our team could potentially be of service to yours in helping to address several issues that have conspired to delay the legal framework whose resolution is needed to advance the development of the Greater Sunrise fields in the Timor Sea.

We believe our global team of experts is uniquely positioned -- both from a geographic standpoint, and as it relates to domain expertise -- to significantly change the dynamics that have contributed over time to the difficult situation in which we find ourselves today. In the pages that follow, we share some stories of our past experiences that we hope will engender confidence in you of the same.

But although the tasks in front of us are themselves fairly straightforward, the work needed to actually effect the changes we seek will be anything but easy. Plainly put: this matter didn't get to this point overnight, and it's not likely to be unraveled by a single phone call, news story or tweet.

The good news? For a country that's literally not even old enough to buy itself a beer in some parts of the world, Timor-Leste certainly has one hell of a story to tell – of the extraordinary progress that's been made heretofore, sure. But more important: of the potential for a future in which a vibrant Timor- Leste becomes a critical partner to countries that value human dignity, freedom, and democratic institutions. In that way, and for U.S. audiences in particular, it could be the most important country in the world they've never heard of – operating in a region whose power and influence (and peril) only grows more significant by the day.

But to get there, Timor-Leste needs some help. For starters, it needs to be able to leverage its own natural resource base in a responsible, sustainable way for the benefit of its citizens. And that needs to happen immediately if a young country is to realize its full potential for itself, and have broad enough shoulders to play a role in helping to preserve peace and security in the wider region.

So how do we get there? Unfortunately, in this case, time is not something of which we have an endless abundance. Given that, and if extended the opportunity to work with your team on this matter, the following represents a few of the tasks and workstreams we'd prioritize from the first day of our engagement – laying the foundation for what we expect will be a successful resolution this year:

Acquire a much clearer understanding of the specific reasons for the delay in receiving the Australian government response to the draft Petroleum Mining Code for the Greater Sunrise Special Regime Area. Our goal would be to accomplish this within the first full week of starting our engagement, discreetly leveraging some of our contacts currently serving at the highest levels of the Australian government to get our hands on the information we need.

Conduct and report-out findings of a thorough stakeholder research and mapping exercise that will
concretely identify the handful of people whose opinions and actions actually matter in the context of
resolving this matter.



- Armed with that stakeholder map, create individualized outreach strategies tailored to each influencer
 we identify as being meaningful such that we can begin to get in front of them (through either direct
 or indirect means) within the first few weeks of starting out.
- On the same track, begin deskside briefings with key media and third-party influencers in the United States, Australia, UK and elsewhere – laying out our most compelling messages, and confirming where the "low-hanging fruit" will be found once we begin our international media effort in earnest and start to execute on story placements.
- Continue to build-out our portfolio of data- and proof-points that underscore the extraordinary nature
 of the Greater Sunrise project being developed and of the commitment on the part of the country
 and company to conduct this work in a way that's fully consistent with broader sustainability and netzero priorities. Represent this project as the exemplar for future E&P and LNG-related projects
 around the world a standard against which other projects will be judged.
- Engage key government officials in the United States, Australia, and elsewhere to raise awareness
 around the economic and strategic value of the Greater Sunrise fields development (and undersea
 pipeline back to the southern coast) with a focus on overcoming obstacles with respect to the legal
 framework that, left unaddressed, could threaten the whole enterprise.

With that, allow us to spend just a few moments talking about how we got here today – and what will need to be done to get to where we want to be tomorrow.

Situation Analysis

On the 20th anniversary of the 1999 referendum that led to Timor-Leste's independence, the UN Secretary General, António Guterres, waxed poetically of the country's "inspiring progress" to become "a thriving democracy where human rights and democratic alternation are respected."

It's one of the most amazing (and underreported) stories of the early 21st century, and a true testament to the strength and perseverance of the Timorese people. But as we know, many challenges remain. And whether the country will be able to rise up and meet those challenges will in many ways be determined by its ability to leverage its God-given resources to support the advancement of its people – the same way every other sovereign country is allowed to do it.

The signing of the treaty between Timor-Leste and Australia establishing maritime boundaries in the Timor Sea in 2018 marked a significant event that concluded the conciliation process under the UN Law of the Sea convention. The treaty was praised as an historic agreement by both countries, and among the international community as a demonstration of international law, democratic principles, and necessary to promote economic growth and security for both countries and the region.

However, several years now removed from the document's signing, and here we sit without full completion of the legal framework necessary to effect the changes outlined in the original treaty. And, one thing is for sure: it's not because Timor-Leste hasn't held up its side of the deal. In fact, to complete the legal framework, Timor-Leste developed a Petroleum Mining Code for the Special Regime Area and submitted it to Australia for approval. Unfortunately, the PMC is still stalled in Canberra, with the Australian government providing no real reason for why that remains the case.

All this stands in contrast to the official government position on the part of Australia that it remains "at the forefront of international support for Timor-Leste" and is the country's "largest partner in development." However, as we know, the relationship between the two has always been politically complicated.



Timor-Leste has made great strides over the past two decades in achieving its independence and sovereignty, and building, along the way, what the Council on Foreign Relations recently called the "strongest democracy in Southeast Asia." To be fair, the support of its democratic allies – including the United States, Australia, and other partners – has played an important role in helping the country achieve its success. So why is Australia working now to reverse this progress to which it helped contribute, by turning its back on Timor-Leste when it comes to Greater Sunrise? Our job, in part, is to create the circumstances that will force the Australian government to provide an answer to that specific question.

But here again, time is not a luxury we have. Federal elections in Australia must be held before September and could be called any time after 29 March. Once the election date is announced, the government typically goes into caretaker mode. During this time, major announcements generally are not made. Following the election, there is usually a period of up to six months where a returned or new government settles in.

In short, depending on when the election is called and what the outcome of that election ultimately is, this whole year could end up as a total wash-out if we don't achieve an outcome or at least secure a written commitment from the relevant authorities before the federal election is called.

Over on the other side of the world, the Asia-Pacific Region continues to grow in importance to U.S. national interests. This recognition spans across the current administration, particularly at the Departments of State and Defense, as well as among both Democrats and Republicans in Congress.

Vice President Harris, Secretary of State Blinken and Secretary of Defense Austin have all visited the region over the past year. A level of recognition of Timor-Leste's strategic importance - not just to regional security, but as a young democracy with a young population - on cooperation on counterterrorism and environmental resilience exists and is demonstrated by a multi-year aid commitment. The importance of the development of Timor-Leste's hydrocarbon reserves are understood at the highest levels, but are currently underrepresented in high-level diplomatic conversations at present. Our job is to help change that.

Nearly four years since the signing of the Maritime Boundary treaty, there are still a number of milestones that must be achieved before Timor-Leste is able to unlock the economic benefits of its Greater Sunrise fields. To prevent anymore unnecessary delays, we need to act quickly – but also in a smart and targeted manner, taking advantage of the many great storylines that can be made to lend themselves to the cause.

What We Plan to Do

A number of stakeholders will need to be integrated into this effort from the start, with interests that will need to be represented and considered throughout. Because of that, we'll need to establish clear lines of communication and protocol among all parties. We'll also need to put a system of governance in place that ensures everyone is comfortable with both the strategic and tactical elements that will be at the core of this campaign.

Below, we identify some of the workstreams that we plan to set in motion right from the start to make sure everyone's on the same page, and that we're generating value for our clients from the very beginning:

- Kick-off workshop. Facilitate discussion of the Timor GAP's strategic priorities and imperatives
 within its Timor-Leste and Timor Sea operations. Identify risk profiles, bottom-line needs, and bestcase expectations. Establish clear internal protocols between head offices and our global team.
- Political intelligence gathering. We'll start lobbing calls immediately into our global network to
 collect and assess political intelligence to establish the reasons the PMC for the Special Regime Area
 has stalled, and also to understand Australian and U.S. government officials' and other key
 stakeholders' sentiments toward the development of Greater Sunrise fields. This intelligence will
 inform our broader engagement strategy and communications plan.



- Stakeholder mapping. Identify stakeholders (media, local and federal governments, diplomatic, etc.) that can be activated across a number of relevant scenarios. This effort would go beyond the mere listing of the various players involved. Our plan here is to identify the handful of people who have access to the levers needed to move this matter forward and then, once identified, provide practical options for getting to each in both direct and indirect manners. Sometimes it's as easy as a phone call. Other times, the smarter play calls for seeding the ground with impactful media coverage first before presenting a specific ask. Whatever the case, we'll produce individualized outreach plans for the dozen or so folks we believe are best positioned to be helpful to us on this matter.
- Narrative development. Build a narrative framework that resonates with targeted stakeholders and lays out a compelling story in support both of Greater Sunrise development, but also of the strategic importance of having that pipeline connected to the southern coast and not to Darwin. Generally, we tend to spend several months conducting field research, opinion polling and focus groups before developing core narrative points for our clients. But, given the short fuse available to us on this project, we'll work directly with you and the relevant stakeholders in Dili to craft the very best storylines that we can that appeal to the audiences we are seeking to target. As a starting point, we believe the following themes could be interesting to U.S. and Australian audiences when we have a chance to build them out further:
 - The story of how Timor-Leste built the strongest democracy in southeast Asia in the span
 of a single generation and how all that progress could be reversed if the country is forced to
 provide for its citizens and build a durable economy with both hands tied behind its back.
 - In a world where countries like the U.S. and Australia don't have as many friends on the world's stage as they'd like or need, Timor-Leste represents an opportunity to work with a partner who values the same things that they do, and which is uniquely positioned from a geographical standpoint to **provide equal or even greater value to its larger allies**.
 - As China continues along its path toward global domination, partnerships with democratic countries in the region such as Timor-Leste will become increasingly important and rare. But for Timor-Leste to be the partner that the Americans and Australians need it to be, it needs resources and support and the ability to provide for its people. Greater Sunrise will go a long way toward helping to create the conditions for those outcomes to be realized.
 - And finally, this program will be among the most sustainable hydrocarbons-related projects that have ever been conceived – led by a country with a clear position (and interest) in taking the strongest actions available to combat climate change.
- Digital engagement. Just about every bit of content we create will be developed with an eye on translating and packaging it in ways that "pop" across various social and digital media platforms. If the objective of this campaign is to reach as many of the right people as we can in as efficient and cost-effective manner as possible, leveraging the power of social media isn't just an optional add-on to the deliverables and activities list it's at the core of it. To make sure we're hitting the right targets, we will take an insights-driven approach, using data to ensure that the proper content is reaching the appropriate audience, wherever it's on websites, Facebook, Twitter, Instagram, etc.
- Direct media engagement. Left unengaged, reporters, like water, have a tendency to seek the path
 of least resistance happy to file stories on whatever material finds its way into their inboxes.
 Unfortunately, the nature and volume of news accounts being filed right now suggests that reporters
 aren't seeing much about Timor-Leste in general, and this matter related to Greater Sunrise in
 particular. Right from the start, our team will engage the three dozen or so journalists around the
 world who matter the most on these issues, and use the launch of this campaign to get them writing



and asking questions about the broader implications of Australia's inactivity on this matter. Eventually, we'll start placing stories – but even having reporters call up and ask basic questions will itself start to change the dynamic in short order.

- Compelling collaterals. Stocked with a full suite of accomplished writing and design professionals, our team will draft, edit and distribute a series of quality collateral materials documents that will serve a critical purpose in presenting our message points in a format that is easy to read, easy to understand, and actionable as a means of direct advocacy on behalf of our interests.
- Arms and legs. Strategic considerations aside, perhaps the area in which we can add the most immediate and worthwhile value is in simply providing more bandwidth. You need solid collaterals produced. You need capable staff pounding the phones and getting media to make calls to White House officials, and ultimately write stories on this issue. You need columns written and letters placed materials that our government-facing colleagues can leverage in Washington, Canberra, and everywhere in between. And you need a team that can do it all in a smart way, in the right tone, on the same day in which the request comes in and do no harm to the company or the country in the process. As we've demonstrated elsewhere, our team is uniquely equipped to handle whatever you can throw at us.

Engaging U.S. & Australian Government Officials

Our team will develop and implement a comprehensive engagement strategy that targets key officials who are best positioned to impact the issue across the executive and legislative branches of U.S. and Australian governments.

Here again, as with our engagement of other key stakeholders, discretion will be important. There's an important balance to be struck between raising awareness among key audiences of the issues that need to be fixed and coming at the matter so aggressively that people start to ask questions about where all this came from. But to get what we're after, we also need to impart some urgency to the proceedings – people need to understand the serious consequences that exist if this matter is allowed to be delayed any further.

The good news, again, is that we're not starting this thing from scratch. We know based on some initial conversations we've had that these issues are not unfamiliar to people serving at the highest levels of government in both the United States and Australia. But we also know that, at present, they're not considered to be a priority.

And, really, why would they be? No serious media is covering these issues right now, and no real pressure is being put on those in positions to change the status quo. Our job is to change that – and to provide our contacts working in government with the tools, rationale and impetus they need to step up and do the right thing both for Timor-Leste, and for themselves.

Biden Administration: Key Targets

Our team has a unique understanding of the decision-making processes that govern this current White House, and we also have the ability to directly engage key government officials working across the relevant agencies in the executive branch.

There are a number of administration officials, at the White House, Departments of State, Defense, and Energy who will be part of our engagement strategy – people who, incidentally, are well- positioned to engage their counterparts in Australia and play important role in U.S. foreign policy decision-making. Among the ones with whom we have the closest relationships:

- Jon Finer, Deputy National Security Director, National Security Council, The White House
- John Kerry, former Secretary of State, now Special Envoy for Climate, The White House



- Kurt Campbell, former Assistant Secretary of State for East Asian and Pacific Affairs, now Indo-Pacific Coordinator, National Security Council, The White House
- Dave Turk, Deputy Secretary, U.S. Department of Energy
- Sumona Guha, Senior Director for South Asia, National Security Council, The White House
- Daniel Kritenbrink, Assistant Secretary of State, U.S. Dept. of State (Bureau of East Asian and Pacific Affairs)
- Ely Ratner, Assistant Secretary of Defense for Indo Pacific Security Affairs, U.S. Department of Defense
- Melanie Nakagawa, Senior Director for Climate and Energy, National Security Council, The White House
- Amb. Virginia Palmer, Acting Assistant Secretary, U.S. Dept. of State (Bureau of Energy Resources)
- Andrew Light, Assistant Secretary for International Affairs, U.S. Dept. of Energy

Again, we wouldn't consider the list above to be exhaustive, but having at least a couple of the people identified here on board with our plan and strategy will put us in a great position to achieve the outcomes we need.

Members of Congress

Although our list of asks of U.S. policy-makers is not likely to include a legislative fix to the issues we care about, members of Congress can still serve a useful role in their capacity to increase the level of attention around the current situation in Timor-Leste. But just like our outreach to the executive branch, the approach we will take here is one that's focused on quality over quantity – targeting only those members whose committee assignments are relevant to these matters and whom we know have an interest in the wider set of issues within which they're being presented. Among those members:

- Sen. Robert Menendez (D-NJ), Chairman Senate Foreign Relations Committee
- Sen. Edward Markey (D-MA), Chairman, Subcommittee on East Asia, the Pacific, and International Cybersecurity Policy
- Sen. Jim Risch (R-ID), Ranking Member, Senate Foreign Relations Committee
- Sen. Bill Hagerty (R-TN), Member, Senate Foreign Relations Committee
- Sen. Marco Rubio (R-FL), Member, Senate Foreign Relations Committee
- Sen. Mitt Romney (R-UT), Ranking Member, Subcommittee on East Asia, the Pacific, and International Cybersecurity Policy
- Rep. Gregory Meeks (D- NY), Chair, House Foreign Affairs Committee
- Rep. Mike McCaul (R-TX), Ranking Member, House Foreign Affairs Committee
- Rep. Ami Bera (D-CA), Chair, Subcommittee on Asia, the Pacific, Central Asia, and Nonproliferation
- Rep. Steve Chabot (R-OH), Ranking Member, Subcommittee on Asia, the Pacific, Central Asia, and Nonproliferation

Engaging the Australian Government

Needless to say, our approach to engaging the Morrison government in Canberra will look and feel a bit different from the way that our colleagues in the United States are likely to execute their task. Our primary objective to start will be to collect updated information on the current status of the legal framework document, and we don't anticipate having much trouble running those issues to ground.

If and when we then decide to proceed into the next phase of direct lobbying work, our team is well-equipped to handle that on behalf of the client – targeting several offices where both our relationships are strong and the mandate and remit of each is relevant to the issues about which we care the most. Those offices include:

- Prime Minister's office
- Department of Foreign Affairs and Trade
- Department of Defence



- Department of Industry, Science, Energy and Resources
- Department of Agriculture, Water and the Environment
- Attorney General's Department

Here again, the guiding principle that will inform all our work is "first, do no harm." We understand well the sensitivities at the core of this matter. We understand the history, and the various people and personalities involved. We know that the impeding election season only serves to heighten the political element, and thus the risk profile associated with this issue being used for political purposes.

So, as with everything we do – but especially this – we will just need to make sure that our outreach is targeted, smart, and with the client having an unobstructed sightline into what we are doing the entire time.

Budget

Needless to say, the all-in budget for an effort of the sort sketched out above will depend on a number of factors, needs and considerations that, taken together, could produce a great deal of variability in the final number. Still, given the depth of experience we have on matters of this general sort, we can at least provide a basic "ballpark" estimate for the execution and delivery of the various project components identified in this memorandum. Here below is our best attempt at that:

Program Item	Fee/mo.
Government & Policy-Maker Engagement: United States Direct engagement of relevant members of Executive and Legislative Branches in United States – likely to involve FARA registration	\$20,000
Government & Policy-Maker Engagement: Australia Engagement of key personnel for purposes of information and intelligence gathering and reporting; direct lobbying where needed and approved	\$10,000
Media & Third-Party Engagement Daily, programmatic outreach to targeted list of outlets, reporters and relevant third-party validators and influencers in United States, Australia and other jurisdictions of interest	\$25,000
Materials, Collaterals Development & Digital Engagement Design and development of full suite of materials and collaterals for distribution to key third-party audiences. Engagement of FTI's digital team to support development of web presence, rapid response function, etc.	\$20,000
Total (not to exceed)	\$75,000/mo.

Once again, this represents our best approximation of the scale of resourcing that will be required to move the needle in the direction we need it. We're more than happy to revise these estimates if presented with additional information relating to the scope of what you'd like to see, or certainly under a scenario in which we end up not needing some of the program components highlighted above. In other words: we're flexible – all within a framework that's built on mutual trust and respect.



Conclusion

Allow us to thank you once again for setting aside some time for us to chat now on two different occasions, and for extending to us the opportunity to put some thoughts down on paper as a follow- up to that. As mentioned earlier, our hope is that this memo and the options explored herein lends itself to a fuller, more detailed conversation on these issues in the near future.

As we've described in some detail above, we believe we're uniquely positioned to add immediate and significant value to the enterprise in which you are presently engaged – from the nuts, to the bolts, to arms, legs and heart. Plainly put: Our investment in issues such as these for our clients extend well beyond the professional. We take this stuff personally, and you won't have to wait long to see how that manifests itself in the context of this effort.

Thank you once again for the time and attention, and for your confidential consideration of this memorandum. Please don't hesitate to contact us directly with whatever comments, concerns or questions you may have.



Appendix: About FTI (Case Studies & Personnel)

FTI Consulting, Inc. (NYSE: FCN) is a global business advisory firm dedicated to helping organizations protect and enhance enterprise value in an increasingly complex legal, regulatory and economic environment.

With more than 7,000 employees located in 30 countries, FTI's professionals work closely with clients to anticipate, illuminate and overcome complex business challenges in areas such as investigations, litigation, mergers and acquisitions, regulatory issues, reputation management and restructuring.

Relevant Experience

Our team has deep experience working with clients to manage high-profile issues and achieve desirable outcomes, especially in emerging economies seeking to develop their resources. We understand the political challenges that developing nations face in the global geopolitical environment. We can leverage our international relationships to identify the necessary like-minded third-party influencers to create and amplify awareness of the issues, and effectively advocate for our client's desired goals. FTI takes an integrated approach to ensure we are bringing to bear the right solutions to meet our clients' unique business challenges.

FTI has built a proud record as one of the staunchest supporters of the energy industry broadly, but particularly the oil and natural gas sector as many of the world's largest firm seek to navigate tricky markets and regulatory systems and adapt to the energy transition. With the largest dedicated Energy and Natural Resources practice in the world made up of more than 100 experts, our team is regularly called upon to develop and execute strategies around the most complex, high-stakes communications challenges for companies of all sizes across the entire industry value chain.

Practitioners in FTI's global Energy & Natural Resources team include former industry-beat journalists; buyand sell-side analysts; E&P investor relations officers and corporate public, government, and media affairs managers; and senior policy and communications professionals from relevant government agencies across the United States, Europe and Asia. We believe that FTI is uniquely positioned to serve as your partner on this important journey thanks to our:

- Integrated, multidisciplinary approach to communications that is firmly rooted in business strategy;
- Deep and extensive industry and government expertise, particularly in helping clients overcome complex and multifaceted challenges;
- Global reach with a presence in every major financial and regulatory hub in the world, including the United States, Australia, and Asia;
- Proven success in advising clients at the heart of the energy transition as well as organizations working to align their business with sustainability and climate-focused priorities;
- Trusted relationship with many of Timor GAP's would-be business partners and peers in the industry;
- Extensive networks spanning all key governments, business, trade and legal media, industry organizations and other relevant third parties;
- Intimate understanding of the full energy system including oil and gas, as well renewables, utilities, hydrogen, carbon capture and storage, and other new energy solutions – combined with first-class expertise in ESG/sustainability.

Our deep energy expertise and years of sector-specific experience has placed the team at the center of some of the most pressing media, public affairs and financial communications challenges the global energy industry has faced in recent years.

The following are just a few examples of our work that we believe are relevant to the support your team is seeking. We would be happy to expand on any of these case studies, if needed.



Saudi Aramco's International IPO. In 2016, FTI was selected from a group of more than two dozen global agencies to assist the company in conducting diligence work around a future international listing of Saudi Aramco. FTI conducted a comprehensive review of the company's global operations, the status of its third-party relationships, and the relative risk profile of moving forward with an international listing. Our team was also recently hired by Aramco Americas to conduct a detailed benchmarking analysis of its U.S. peers. In January 2016, HRH the Deputy Crown Prince indicated to the Economist magazine his interest in evaluating the potential for a small portion of Saudi Aramco to be floated on a public exchange. The stakes, of course, were high from the start, as the Aramco IPO was said to be the centerpiece of HRH the Deputy Crown Prince's wider ambition (captured in the groundbreaking Vision 2030 plan) to reform and update key institutions across the Kingdom. As would be expected, the process for identifying outside advisors to aid in the front-end readiness process was arduous, and equally competitive. In the end, FTI was selected to work alongside some of the largest and well-known banks and law firms in the world and was successful in putting together the final options package that led to a decision taken by the Government to wait for more favorable conditions.

Transocean and Macondo. On the night of April 20, 2010, Deepwater Horizon, an offshore rig owned by Transocean and leased to BP, exploded in the Gulf of Mexico, resulting in the death of eleven crew members. Within 48 hours, FTI was engaged by Transocean to handle corporate communications, media relations, government affairs, litigation communications and investor relations work related to the accident. FTI began creating and disseminating videos, emails and other information to 20,000-plus employees worldwide to keep Transocean's internal family apprised of the ongoing investigation into the incident. FTI also handled all employee press/privacy issues, including for the deceased and their families. Simultaneously, FTI was corresponding closely with the media on behalf of the company, establishing a clear, fact-based, 24/7 media response system to leave no reporter request unanswered. The team also tracked requests from government officials and prepared executives for testimony at the federal, state and local level, including six CEO nationally televised live appearances. Further, as the situation progressed and additional investigations and litigation arose, FTI crafted responses specifically addressing legal disputes surrounding the company and individual employees.

Anadarko LNG in Mozambique: Anadarko appointed FTI to develop and execute a strategic communications campaign to support its decision to proceed to FID on its Mozambique LNG project. More than 75 trillion cubic feet of recoverable natural gas has been discovered in Mozambique's Romuva Basin and Anadarko's project held the potential to transform the country's economy, setting the East African nation on course to become a major exporter of LNG the middle part of this century. FTI carried out detailed research consisting of messaging workshops and on-the-ground, in-country intelligence gathering to understand Mozambique's LNG development landscape; identify who Anadarko's key audiences are; and uncover current perceptions of the project amongst key stakeholders. Insights were used to identify the key themes most likely to resonate with each audience, ensuring that a project narrative was developed in a way that can be adapted to engage audiences on themes that will resonate with them most effectively. Insights were also used to inform a channel, content and engagement strategy, setting out the most effective way to reach each target audience. This campaign helped position the Mozambique LNG project as a highly attractive asset - ultimately soliciting a \$3.9bn acquisition offer from Total, with the deal completing in September 2019. The work FTI has delivered for the project team enabled Anadarko to foster relationships amongst key audiences - both inside and outside of Mozambique. By focusing on a story that emphasized "impact", this supported overall de-risking of the project for Total. With several international oil and gas companies vying for leadership in Mozambique's LNG development, FTI's work has also enabled the Anadarko project team to seamlessly continue communications activities throughout the transition to full Total ownership.

ExxonMobil Consortium in Guyana. FTI was engaged by the developers' consortium in Guyana to maintain its social license to operate in the country, with an objective to support contract sanctity and responsible revenue management. The consortium, led by ExxonMobil, has made a significant investment in the development of Guyana's recently discovered deepwater offshore oil reserves. Safeguarding that investment and helping Guyana make the most of its resources required an integrated public affairs and communications approach to introduce fact-based narratives into a tabloid-heavy public discussion while raising the general



education level around oil issues. This involved building a local network of contacts and working with the local affiliate to engage with various stakeholders. Part of this work included local media placements, outreach to regional third-party validators, think-tanks, analysts, academics, business intelligence groups, and analysts. Additionally, FTI helped commission reports and facilitate both regional and international events, provide commentary for international media outlets, and provide amplification via social media.

Colonial Pipeline Ransomware Attack. In September 2016, Colonial Pipeline's Line 1 pipeline had a release event near Helena, Ala., releasing gasoline and causing shortages across the southern United States. A month later, contractors working on Line 1 downstream struck the line, which caused an explosion that unfortunately resulted in the loss of two contractors performing the work. A longtime client, Colonial engaged our team following both events and we quickly mobilized two teams—one to the event location to support the incident command and a larger team to Colonial's corporate headquarters to manage incoming media, develop content and messaging strategies and provide strategic communications and local stakeholder counsel to the leadership team. With FTI's support, Colonial's response to the back-to-back events was "almost textbook-perfect" according to an after- action report by the Wall Street Journal. Our team was also called in to assist Colonial in the hours after it became clear that it had been the victim of a well-publicized ransomware attack. FTI's creative team developed compelling content to support Colonial's key messaging, highlighting their response and actions taken following the attack. The assets were then amplified through a multi-channel campaign, reaching stakeholders and driving them back to Colonial's site to learn more.



Our Team

We're grateful again for the time you've already set aside for us to introduce ourselves and put faces with names. As we mentioned on our last call, though – we haven't had a chance to introduce you to the full team quite yet.

As you'll see below, that team includes some pretty impressive people (if we may say so): a former chief of staff to the U.S. State Department under John Kerry; a former diplomat representing his nation in Hong Kong, among many other stops; someone who helped develop Papua New Guinea's national energy strategy; and the former top international climate official in the previous White House.

We look forward to having the opportunity to more formally introduce ourselves should we be given the opportunity to work with and alongside you on this important matter. For now, though, allow us to include a few brief biographies of some of the folks of whom you'll be seeing the most:

Chris Tucker

Senior Managing Director, Global Energy Sector Lead Washington, D.C.

Chris Tucker is a Senior Managing Director in FTI's Strategic Communications segment, and also serves as global lead of its Energy & Natural Resources sector. Based in Washington, D.C., Mr. Tucker is a frequent contributor to various U.S.-based and international media on issues relating to resource development and the future of energy markets. In recent years, Mr. Tucker has appeared on CNN, BBC, MSNBC, FOX News, and television and radio stations across Canada, Poland, Australia, Mozambique, India, the Czech Republic, Denmark and Japan. During his 13-year tenure at FTI, Mr. Tucker has represented energy, mining and industrials clients on six continents and lived at least briefly on five of them. A proud native of Trucksville, Pa., Mr. Tucker earned his bachelor's from Johns Hopkins University in Baltimore, Md., and an M.B.A. from the University of Virginia's Darden School of Business.

Jackson Dunn

Senior Managing Director, Head of Public Affairs Washington, D.C.

Jackson Dunn serves as head of the segment's Public Affairs practice in the Americas. Mr. Dunn provides counsel to corporations and private firms on managing political risk during transformational and disruptive events, including complex financial transactions, crisis, government investigations, and legislative and regulatory change across international jurisdictions and within leading sectors of the global economy including energy, financial services, technology, and healthcare. Mr. Dunn was an aide to President Bill Clinton, Secretary John F. Kerry, Secretary Hillary Rodham Clinton, Governor Terry McAuliffe, and Senator Terry Sanford. In the Clinton White House, Mr. Dunn was responsible for coordinating the business community's support of President Clinton's economic and trade agenda, including successful efforts to pass the New Markets Initiative and to secure PNTR for the People's Republic of China. He held senior roles in presidential, senate, and gubernatorial campaigns as well as the Democratic National Committee. Mr. Dunn is a life member of the Council on Foreign Relations and holds degrees from The University of North Carolina at Chapel Hill and The London School of Economics and Political Science.

David Wade

Senior Advisor, Global Energy Sector Washington, D.C.

David Wade is a Lecturer at Yale University and a Fellow at the Carnegie Endowment for International Peace where he works on climate change and foreign policy issues. In his capacity as an advisor for FTI, he consults for leading global corporations, universities, and organizations, drawing on over two decades spent at the highest levels of the State Department, on Capitol Hill, and on two national presidential campaigns. Wade was the Chief of Staff to the US Department of State under Sec. John Kerry, and was described by Foreign Policy Magazine as "the driving force behind the Department's day to day operations." Wade was awarded the State



Department's highest honor, the Distinguished Honor Award, and appointed to serve on the Secretary of State's Foreign Affairs Policy Board. Wade is a veteran of two presidential campaigns, serving as the National Traveling Press Secretary for John Kerry for President and Kerry-Edwards 2004, and the national spokesperson and traveling communications chief for the successful 2008 vice presidential campaign of Joe Biden. He is a 1997 graduate of Brown University and is a Life Member of the Council on Foreign Relations.

Bob Moran

Senior Advisor, Global Energy Sector Washington, D.C.

Bob joined FTI in November 2018 as a Senior Managing Director within the company's Strategic Communications practice, managing the representation of FTI clients, legislative, regulatory and policy related matters within the federal, state, local and international political arenas. He now serves as a senior advisor to the group's energy sector. Prior to joining FTI, Mr. Moran was Vice President of Halliburton's Government and External Affairs Office, where he directed the company's global government relations activities, managed outreach to the media and trade press and advised corporate leadership on anticipated political, economic and industry trends. Mr. Moran has served on several association Boards including the National Foreign Trade Council, USA*Engage (co-chair), the Petroleum Equipment & Services Association (Policy Committee Chair), the Executive Council of Diplomacy, the US Algerian Business Council, the US Kazakhstan Business Council, the Council for Employment Through Exports and the Business Industry Political Action Committee (BIPAC).

Wells Griffith

Senior Director, Global Energy Sector Washington, D.C.

Wells brings over a decade of experience providing strategic counsel in government, public policy, political, and public affairs arenas. Prior to joining FTI, Wells served in leadership roles across the U.S. Government, including as Special Assistant to the President for International Energy and Environment policy at the White House's National Security Council (NSC) and National Economic Council (NEC) where he advised senior officials on international energy and environment policy, strategy, and communications, and led the development, coordination, and implementation of the U.S.'s foreign energy and environment policy across the executive branch agencies. Prior to the White House, Wells served as the acting Assistant Secretary for International Affairs at the U.S. Department of Energy (DOE), serving as a key advisor to the Secretary and was responsible for managing the Department's international engagement and cooperation with the private sector and foreign government officials. He also worked on the Committee on Foreign Investment of United States on DOE related matters and served as Vice Chair of the International Energy Agency's Governing Board. Most recently, Wells served as Managing Director and Senior Adviser to the CEO for Energy at the U.S. Development Finance Corporation, where he led global business development for strategic energy, mining, and national security related projects. Wells holds a Bachelor of Arts in History with a minor in Modern Languages from Virginia Military Institute, as well as a J.D. from Mississippi College School of Law.

Robert Southern

Senior Managing Director, Head of Economics & Financial Consulting Melbourne

Robert has extensive experience in the provision of public policy, economic, financial and related advisory services in relation to infrastructure and network industries in Australia, the Asia Pacific region and Europe. His clients include governments, regulatory agencies and leading companies in a number of sectors, including energy, water, transport, financial services, real estate and property, communications and health. Prior to joining FTI, Robert was national leader of the Deloitte Access Economics and Infrastructure Advisory practice in Australia and a lead partner in the Deloitte Economics practice globally. Prior to joining FTI, Robert was the Managing Director of NERA Economic Consulting in Australia. He was also national leader of the Deloitte Access Economics and Infrastructure Advisory practice in Australia and a lead partner in the Deloitte Economics practice globally. Robert's other experience includes roles as the national leader of the PricewaterhouseCoopers economics business, Project Manager of the Gas Reform Task Force and Director of



the National Competition Council. He has also spent several years in various positions in the Commonwealth Government including the Australian Competition and Consumer Commission.

Ben Hamilton

Managing Director, Global Energy Sector Sydney

Ben Hamilton is a Managing Director in the Strategic Communications segment of FTI and is based in Sydney. With more than 25 years' experience in media, political, corporate and advisory roles, Ben works across the energy and natural resources, industrials, financial services, telecommunications, technology and media sectors on complex communication tasks including crisis and issues management, reputation management, public affairs, stakeholder management and industry advocacy. Ben is a trusted advisor to clients facing business critical issues including regulatory change, litigation and investigations, reputational challenges and crisis events. Before joining FTI Consulting, Ben held executive and general management roles in the utilities industry with responsibility for corporate communications, public affairs, brand and marketing, strategic planning, business innovation and information technology. He has been a board member of a major independent consumer dispute resolution scheme, a member of a Commonwealth Government innovation advisory council, and also served on the founding executive committee of a leading utility and information technology industry association. Ben has worked as a media and policy advisor at the New South Wales Parliament, and as a radio journalist, news editor and communications tutor.

Damon Hunt

Senior Advisor, Global Energy Sector Adelaide

Damon Hunt is a Senior Adviser in the Strategic Communications segment of FTI Consulting providing expertise in reputation management and public affairs. Damon is a specialist in corporate affairs, crisis management, strategic communications and reputation management. He has advised some of the world's largest companies and has deep in experience in the mining and resources sectors. Recently in Australia, Damon was a Senior Adviser to former Prime Minister Malcolm Turnbull and has had executive level experience as the functional head of ASX 20 energy company Santos and ASX 100 mining company OZ Minerals. Whilst based in UK, he was group head of media at Heathrow Airport and was also a director at an international reputation management consultancy, Regester Larkin, where he had several well-known tourism and aviation clients. Damon has been on the Advisory Board for the Adelaide University Business School and on the Mining Industry Participation Office Advisory Council. Both bodies sought to facilitate economic growth and development through a wide range of stakeholder engagement.

Natalia Mejia

Senior Advisor, Global Energy Sector São Paulo

Natalia Mejia is a Senior Advisor in the Strategic Communications segment of FTI in Brazil, providing expertise in reputation management and public affairs. Natalia is a Political Scientist with experience in work related to diplomatic affairs, exports and tourism promotion and country brand management. She worked for the Colombian Commercial Consulate in São Paulo and focused on promoting Colombian exports within different Brazilian industries, as well as increasing Colombian-bound tourism. Ms. Mejia holds a B.A. in Political Science from Universidad de los Andes (Bogotá, Colombia), with a major in International Relations and a minor in Colombian Public Law. She is a native speaker in both Spanish and English and is fluent in Portuguese.

Damián Martínez Tagüeña

Senior Director, Global Energy Sector Mexico City

Damián Martínez Tagüeña is a Senior Director in the FTI Strategic Communications practice in Mexico City. Prior to joining FTI, he served in the Mexican diplomatic corps for nearly twenty years, most recently as chief of staff of the deputy secretary of Foreign Relations. His previous roles include consul general in Hong Kong, chief of staff of the undersecretary for North American Affairs, and deputy permanent representative to the UN-Vienna.



He has been involved in climate negotiations, cross-border cooperation, and the response to political, consular and humanitarian crises, among other issues.